

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.00-226
ANNUAL REQUIREMENTS FOR
PHARMACY & RELATED SERVICES PROVIDER FOR
LANCASTER COUNTY COMMUNITY MENTAL HEALTH CENTER

DATE: August 19, 2004

CONTRACT PERIOD: Sept.1, 2004 thru Aug.31, 2007

CONTRACTOR: PharMerica
6528 So. 118th
Omaha, NE 68137

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Mike Andorfer
Telephone No.: 402/895-7133
FAX No.: 402/895-0559

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER BID AND CONTRACT APPROVED NOVEMBER 28, 2001

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO: 70985
date: 8/12/04

Approval 11/28/01

Purchasing Cop

Originals To: Contractor
Lancaster County Clerk
County Agency

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA

FOR

PHARMACY AND RELATED SERVICES PROVIDER FOR
LANCASTER COUNTY COMMUNITY
MENTAL HEALTH CENTER
SPECIFICATION #00-226

CONTRACTOR: PharMerica, Omaha, NE

LANCASTER COUNTY, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ___ day of ___, 2001, by and between **PharMerica, 12737 Q Street, Omaha NE 68137** hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Terms and Conditions, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Pharmacy and related services, including: supplies, equipment, delivery and consulting, to/for Lancaster County Community Mental Health Center, 2200 St. Mary's Avenue, Lincoln, NE 68502

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud the proposer's names, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal and clarification correspondence, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the highlights of the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. Compensation for prescription and non-prescription items shall be in compliance with Nebraska Medicaid published fee schedule.
2. *PharMerica shall charge their acquisition cost plus 10% for all bulk stock medications or the Medicaid rate, whichever is less.*
2. PharMerica will tailor a medication dispensing system to meet Lancaster County's needs including backup services provided by a Lincoln Pharmacy for emergency orders requested.
3. PharMerica will provide *Policy and Procedure Manuals*, in-services, educational materials and other programs designed to educate Community Mental Health Center Staff on the latest and most efficient methods associated with Pharmacy Services.

4. PharMerica will provide med carts, fax machine (for sending pharmacy orders), and Medex forms at no charge.
5. PharMerica will charge \$50 per hour for unused medication destruction as requested by the County.

The Contractor agrees to (a) furnish all pharmaceuticals, equipment, supplies, superintendence, transportation, and other accessories, consulting services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute services, and compete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal and clarification correspondence, or part thereof, as follows:

SPECIFICATION 00-226, Pharmacy Services for Lancaster County Community Mental Health Center

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

RFP #00-226, Pharmacy Services for Lancaster County Community Mental Health Center

The Work included in this Contract shall be for the annual requirements for a three (3) year period, beginning **September 1, 2001 through August 31, 2004**. If mutually agreed upon the County and the Contractor may exercise an option to renew for one additional three (3) year period (September 1, 2004 through August 31, 2007).

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Proposers
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Standard Specifications
 - a. General Information
 - b. Specific Information
6. The Insurance Requirements
7. Clarification of the Offer

These Contract Agreements, together with the other Contract Documents hereinabove mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or hercin repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

David W. Johnson
for Lancaster County Attorney

Valley Campbell
Chairperson, Board of Commissioners 11-27-01

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Phan Menachuk
Name of Corporation
1237 Q Street Omaha, NE
Address
By: Daniel
Duly Authorized Official
General Manager
Legal Title of Official